

Agenda Item Form

Agenda Date: 7/27/04

Districts Affected: All

Dept. Head/Contact Information: [Museum of Art, Becky Duval-Reese, (915) 532-1707]

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☐ General Fund
- ☒ Grant (duration of funds: 12 Months)
- ☐ Other Source: _____

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

To ensure that outreach programs for students and teachers k-12 continue for the El Paso community- by approving contract for Coordinator

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary + benefits

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

2004 JUL 27 PM 4 46
CITY CLERK'S OFFICE

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **JULIE FONSECA DE BORGES**, to assist the Museum of Art as a School Services Coordinator at a biweekly rate of \$1,084.13 for 40 hours per week. The term of the contract shall be for the period of August 5, 2004 through August 4, 2005.

APPROVED this 3rd day of August, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **JULIE FONSECA DE BORGES**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Museum of Art, desires to employ the Employee as a School Services Coordinator; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the following services, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Museum of Art, in El Paso, Texas.

Coordinate instructors and write curriculum for the Neighborhood Kids Program, a multiple visit program with Aoy, Roosevelt, Vilas and Alamo Elementary Schools; coordinate the High School Outreach Program, a multiple visit program with local high schools; design and create a teacher newsletter that is distributed twice a year to over 15,000 teachers in the surrounding area; oversee the Teacher Resource Center; help coordinate Educator Evening, a training program for teachers held twice a year; coordinate and plan teacher workshops and inservices; and assist the Education Department with programs and planning.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about August 5, 2004 and be completed by August 4, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of One Thousand Eighty Four and 13/100 Dollars (\$1,084.13). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will

she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Museum of Art, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. **NOTICE.** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
Museum of Art
Attn: Director
One Arts Festival Plaza
El Paso, Texas 79901

EMPLOYEE: Julie Fonseca De Borges

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 3rd day of August, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Julie Fonseca De Borges
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Becky Duval Reese, Director
Museum of Art

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 7/22/04

[REDACTED]
[REDACTED] b7C @lancetexas.gov

b6
b7C

August 2003 – Current	El Paso Museum of Art	El Paso, Texas
Outreach/ School Services Coordinator		

- Develop, oversee and promote high school outreach programs and Neighborhood Kids, a multiple visit program
- Create Teacher Newsletter twice a year
- Maintain Teacher Resource Library
- Write curriculum for area teachers based on museum's collection and temporary exhibitions
- Work as part of a team responsible for organizing and carrying out various programs for multiple-aged audiences
- Interpret the museum's collection to the public

Summer 2002 The Crow Collection of Asian Art Dallas, Texas
Education Intern

- Work as part of a team responsible for organizing and carrying out various programs for multiple audiences
- Interpret the museum's collection to the public
- Develop an outreach trunk based on the collection

Summer 2002 Arts Resources Dallas, Texas

- Research, organize and design of brochure that serves as a resource to teachers in the greater Dallas area seeking cultural enrichment opportunities for their students

Summer 2001 **Log Cabin Village** **Fort Worth, Texas**
Curator Intern

- Work as part of a team responsible for cataloging and cleaning period objects
- Interpret the museum's collection to the public

Spring 1999 – May 2000 University of Texas at El Paso El Paso, Texas
English Tutor

- Help developmental students with developing, organizing and completing term papers
- Responsible for troubleshooting MS Office computer lab systems

Education	2000-Current	University of North Texas	Denton, TX
	<ul style="list-style-type: none"> • Enrolled in Masters Program for Art Education • Marcus Fellow Recipient • Expected date of graduation: December 2003 • Museum Education Certificate: August 2002 		
	1995-2000	University of Texas at El Paso	El Paso, TX
	<ul style="list-style-type: none"> • Graduated with a BA in Communications/Print Media, minor in Sociology • Cum Laude and University Honors Degree 		
Special Skills	<ul style="list-style-type: none"> • Proficient in both PC and Mac Systems • Proficient in MS Office programs, familiar with ACCESS • Proficient with various word processing, layout and data base software programs • Proficient in Spanish 		

References available upon request